

Matthew Jeon, Esq. (MJJ 3368)
Matthew J. Jeon, P.C.
2400 Lemoine Avenue, Suite 201
Fort Lee, New Jersey 07024
(201) 947-9475
Attorneys for Plaintiff, Qingdao Zenghui Craftwork, Co. Ltd.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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Qingdao Zenghui Craftwork, Co. Ltd.

Plaintiff,

-against-

Bijou Drive, Bijou International,
Maurice Haber, Leon Haber, Jack Haber
ABC Companies 1-5, fictitious names,
John Does 1-5 fictitious names,
individually and as officers and/or members of
ABC Companies.

Defendants.
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CV Action No.:
16-CV-6296-BRM-DEA

**PLAINTIFF'S LOCAL
RULE 56.1 STATEMENT
OF UNDISPUTED
MATERIAL FACTS**

*Document Electronically Filed
Motion Date: January 22, 2019*

Pursuant to Local Rule of Civil Procedure 56.1, Plaintiff, Qingdao Zenghui Craftwork, Co. Ltd., submits that there is no genuine issue to be tried as to the following material facts:

A. The Parties.

1. Plaintiff, Qingdao Zenghui Craftwork, Co. Ltd. (hereinafter "Plaintiff" or "Qingdao"), is a company in the business of manufacturing custom made

jewelry with its principal place of business at Gejiazhuang Village, Jiaodong Town, Jiaozhou City, Qingdao, China 266317. *Second Amended Complaint* (“2nd Amd. Comp.”) ¶1, **Exhibit A** to Declaration of Jeon (“Exh. A to Dec. of Jeon”); *Answer to Second Amended Complaint* (“Ans. to 2nd Amd. Comp.”) ¶1, **Exh. B** to Dec. of Jeon.; *Documents produced by Plaintiff in response to Discovery* (“Docs by Pl.”) Bates Nos. 005 through 177, **Exh. G** to Dec. of Jeon.

2. Defendant, Bijou International (hereinafter “Defendant” or “Bijou International”), is and, at all relevant times herein mentioned was New York corporation with its principal place of business at 42 W. 39th Street, 8th Flr., New York, New York 10018. Its main warehouse is located 749 Hope Road, Suite B, Eatontown, New Jersey 07724. 2nd Amd. Comp. ¶7, **Exh. A** to Dec. of Jeon; *Ans. to 2nd Amd. Comp.* ¶7, **Exh. B** to Dec. of Jeon; *The Entity report, Exh. H* to Dec. of Jeon; *The transcript of the deposition of Defendant, Maurice Haber* (“Transc. of Dep. of Haber”) pg.18 ln. 23 through pg.19 ln.12, **Exh. D** to Dec. of Jeon.

3. Defendant, Bijou Drive is not a legal entity but a trade name of Bijou International. *Transc. of Dep. of Haber* pg.9 lns.12 through 23, **Exh. D** to Dec. of Jeon.

4. Defendant, Maurice Haber is an individual residing at a location in Brooklyn and, at all relevant times herein mentioned was a shareholder of Defendant,

Bijou International. 2nd Amd. Comp. ¶2, **Exh. A** to Dec. of Jeon; Ans. to 2nd Amd. Comp. ¶2, **Exh. B** to Dec. of Jeon; Transc. of Dep. of Haber pg.9 ln.24 through pg.10 ln 5; pg. 10 lns. 13 through 19; pg.11 lns. 4 through 14, **Exh. D** to Dec. of Jeon.

5. Defendant, Leon Haber was at all relevant times herein mentioned a shareholder of Defendant, Bijou International. Transc. of Dep. of Haber pg.10 lns.13 through 21; pg.11 lns. 17 through 18, **Exh. D** to Dec. of Jeon.
6. Defendant, Jack Haber was a shareholder of Defendant, Bijou International. Transc. of Dep. of Haber pg.10 lns.13 through 21; pg.11 lns. 15 through 16, **Exh. D** to Dec. of Jeon.
7. Bijou International is a closed corporation, shares of which were equally owned by Maurice, Leon, and Jack Haber until 2013 when Jack Haber left the company and thereafter, were equally owned by Maurice and Leon Haber. Transc. of Dep. of Haber pg.13 ln.24 through pg. 14 ln.3, **Exh. D** to Dec. of Jeon. The Entity record of Bijou International shows that it is still active. The Entity report, **Exh. H** to Dec. of Jeon.

B. Breach of Contract by Defendant, Bijou International

8. On or about January 2014, an account was started between Qingdao and Bijou International wherein Plaintiff would ship items to Bijou International at

its New Jersey warehouse. *Docs by Pl. Bates Nos. P001 through P 004; P005 through P177, Exh. G to Dec. of Jeon.*

9. Since Qingdao and Bijou International opened the account, Qingdao has shipped and all items to Bijou International in accordance with the purchase orders issued by Bijou International. *Docs by Pl. Bates Nos. P005 through P177, Exh. G to Dec. of Jeon.*
10. During the period of May 2014 through October 2015, Bijou International failed and refused to make full payments for the items that was shipped and delivered to Bijou International. *Docs by Pl. Bates Nos. P001 through P004; P178 through P232, Exh. G to Dec. of Jeon.*
11. As of October 19, 2015 to date, the balance of \$503,593.48 was due and owing from Defendant, Bijou International. *Docs by Pl. Bates Nos. P001 through P004, Exh. G to Dec. of Jeon.*
12. On or about October 19, 2015, Maurice Haber, on behalf of Bijou International, wrote a letter to Qingdao admitting Bijou International's due and owing to Qingdao and suggested to settle the amount reduced to \$200,000.00, which was eventually rejected by Qingdao. *Ltr. by Haber, Exh. I to Dec. of Jeon.*

13. No portion of the above amount has been paid, although demanded, and \$503,593.48 is now due and owing from Bijou International to Qingdao. *Docs by Pl. Bates Nos. P001 through P004, Exh. G to Dec. of Jeon.*
14. Due to the above, Qingdao has sustained damages. *Docs by Pl. Bates Nos. P001 through P004; P178 through P232, Exh. G to Dec. of Jeon.*


C. Conversion and Unjust Enrichment by Defendant, Bijou International

15. Every time Qingdao has shipped the items to Bijou International in accordance with the purchase orders by Bijou International, Qingdao expected Bijou International's payments for the shipped items as set forth in the purchase orders. *Docs by Pl. Bates Nos. P001 through P232, Exh. G to Dec. of Jeon.*
16. Bijou International failed and/or refused to pay as set forth in the purchase orders. *Docs by Pl. Bates Nos. P178 through P232, Exh. G to Dec. of Jeon.*
17. As a result, Bijou International received a benefit from Qingdao beyond its contractual rights. *Docs by Pl. Bates Nos. P001 through P004, Exh. G to Dec. of Jeon.*
18. Further Bijou International has held money that was supposed to be tendered to Qingdao to date. *Docs by Pl. Bates Nos. P001 through P004, Exh. G to Dec. of Jeon.*

Dated: December 20, 2018

Respectfully submitted,

Matthew Jeon, P.C.
Attorneys for Plaintiff,
Qingdao Zenghui Craftwork, Co. Ltd.

/s/Matthew Jeon 
Matthew J. Jeon, Esq. (MJJ 3368)
Matthew Jeon, P.C.
2400 Lemoine Avenue, Suite 201
Fort Lee, New Jersey 07024
(201) 947-9475
office@jeonlaw.com